



Policy No. 416

Contractor Conflict of Interest Policy for Public Policy Contractors

Adopted: November 17, 2000

This policy applies only to DDC contractors whose contracts are related to DDC in its public policy advocacy ¹.

Advocacy to improve the systems that provide support and services to people with developmental disabilities is a mandated responsibility of the Developmental Disability Council. One way the Developmental Disabilities Council has chosen to perform this responsibility is engaging contractors to assist the DDC in educating decision makers involved in the legislative and regulatory processes. This includes using contractors to communicate with and provide information to Congress, the State Legislature and other public officials who help formulate public policy through legislation and promulgation of regulations.

These contractors have been and will continue to be valuable partners in fulfilling the mandated responsibilities of the DDC. The partnerships formed for this purpose have been cost effective, mutually beneficial and successful. As a result people with developmental disabilities have received improved supports and services.

While it is not expected to happen often, there may be occasions when a public policy contractor and the DDC have different positions on legislation and/or proposed regulations. On such occasions that the differences cannot be worked out and the DDC and one its public policy contractors have different positions on legislation or a proposed regulation, there exists for the contractor a "conflict of interest" ².

In addressing the "conflict of interest" it is important to balance the contractor's right to autonomy with the DDC's right to use its resources to further its own legislative agenda and need to speak with one (DDC) voice.

The DDC does not expect a public policy contractor to subordinate its autonomy (or freedom of speech) to the DDC. If it were to do so it would be difficult to find a competent, credible contractor to perform public policy related responsibilities. However, it is critical that DDC resources be used for pursuing its own legislative agenda and that there is no confusion as to where DDC stands on public policy issues.

When a conflict of interest exists as described above a contractor shall:

- A. Inform the DDC Executive Director or his/her designee of the existence of the conflict of interest in a timely manner;
- B. Inform all persons to whom the contractor speaks/communicates about the position on which there is disagreement of the existence of the conflict of interest;
- C. Inform all persons to whom the contractor speaks/communicates about the position on which there is disagreement of the DDC contact person(s) (as designated by the DDC Executive Director) who can explain the DDC's position;
- D. Provide all persons to whom the contractor speaks/communicates about the position on which there is disagreement with written information on the DDC's position when the DDC has made copies available to the contractor;
- E. Not use DDC funded or partially funded materials to promote the contractor's position on a matter when it conflicts the DDC position;
- F. Provide the DDC Executive Director the opportunity to have a spokesperson for the DDC's position at any DDC funded or partially funded activity where the matter on which there is disagreement is scheduled to be discussed; and
- G. Not use any of its employees who are funded by 51% or more DDC resources to advocate the contractor's position on the matter for which there is a conflict of interest.

For the purposes of these requirements (A to G) "contractor" includes any employee, officer, legislative affairs committee chair or other person authorized to speak on behalf of the contractor.

Acceptance of this policy by the contractors is a condition for the DDC to enter into new contracts or renew existing contracts for all public policy contractors.

1. Contracts involving public policy advocacy include those which assist the DDC in educating decision makers involved in the legislative and regulatory processes. The Advocacy Day and Special Education Coalition contracts funded during fiscal year 2000 are examples.

2. Conflict of interest in the context of this policy means a situation where it is not possible for the contractor to advance its own interests and interests of the DDC on a particular legislative or regulatory proposal because the positions are substantially different. Conflict of interest is not used in this context in the same way as in other DDC policies or the Revised Code of Washington.